Town of Johnston

RESOLUTION OF THE TOWN COUNCIL

No. 2008-21

In Favor: 5 **Opposed:** 0

President — Date: 6/25/08

Be it resolved that:

Whereas, *The Johnston Town Council, by recommendation of Mayor Joseph M. Polisena hereby ratifies the attached tax agreement between the Town of Johnston and Rhode Island LFG GENCO, LLC.*

Now, therefore, be it resolved that:

We, the members of the Johnston Town Council hereby resolve that Resolution 2008-21 shall become effective immediately upon the date of its passage.

Robert V. Russo, President
District-4

Stephanie P. Manzi, Vice-President
District-5

Gabriel DeFeo, Councilman
District-1

Ernest F. Pitochelli, Councilman
District-2

Joseph A. Wells, Councilman
District-3

Attest: *Vincent P. Baccari, Jr., Town Clerk*

Official Document

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

BY AND BETWEEN

TOWN OF JOHNSTON

AND

RHODE ISLAND LFG GENCO, LLC

This agreement ("Agreement") is made this 23rd day of June, 2008 between Rhode Island LFG Genco, LLC ("RILG"), a Delaware limited liability company, with an address c/o Ridgewood Power Management, 947 Linwood Ave, Ridgewood, New Jersey 07450, and the Town of Johnston, Rhode Island ("Town").

Whereas, RILG and its affiliates and subsidiaries (collectively the "Company") collect and process landfill gas at a certain landfill, commonly referred to as the "Central Landfill," located in the Town of Johnston, Rhode Island, previously known as the Johnston Solid Waste Landfill (the "Landfill"), pursuant to certain agreements with the Rhode Island Resource Recovery Corporation ("RIRRC");

Whereas, the Company (or its predecessors in interest) have been involved in the collection and processing of landfill gas at the Landfill since May of 1987;

Whereas, the Company is undertaking a redevelopment of its existing systems to optimize the efficient utilization of landfill gas (such existing and redeveloped systems are collectively referred to herein as the "Project");

Whereas, in addition to the continued operation and upgrading of certain portions of the existing collection and processing systems (including certain existing electric generating facilities), the Project is anticipated to include new gas processing and combined cycle electric generating facilities to be located on the parcels of land shown on the attached Exhibit A;

Whereas, the collection and processing of landfill gas will help control a potential source of pollution, maximize energy efficiency, and support the State and local economy and environment;

Whereas, for these and other reasons, the Project is in the public interest of the Town of Johnston; and

Whereas, the Project would be exempt from property and other local taxes if developed by RIRRC;

such real property should become subject to taxation by the Town for any reason.

3. Term - The term of this Agreement shall commence on the COD and shall continue for the economic life of the Project provided that the term shall not exceed twenty (20) years.

4. Termination of Prior Agreements - This Agreement supersedes all prior agreements among the Town, the Company and RIRRC, or their predecessors in interest, including without limitation the Agreement by and among the Town of Johnston, The Rhode Island Solid Waste Management Corporation and Contractor for Payment in Lieu of Taxes for the Landfill Gas Collection and Processing Project dated May 1, 1987 and attached hereto for reference as Exhibit B, and Section 28.8 of the Landfill Gas Lease Agreement dated May 1, 1987 between RIRRC and RPPP, as amended and supplemented.

5. Entire Agreement - This Agreement sets forth all agreements of the parties hereto and there are no promises, agreements, conditions, understandings, warranties, representations, oral or written expressed or implied between them other than as set forth herein.

6. Amendments - This Agreement may not be modified or amended except by a writing signed by both parties.

7. Applicable Law - This Agreement shall be interpreted and enforced in accordance with the laws of the State of Rhode Island and any lawsuit or litigation brought by the parties hereto with regard to this Agreement shall be brought in the appropriate court having jurisdiction of said lawsuit in the State of Rhode Island.

8. Due Authority – RILG warrants and represents that it is duly authorized to enter into this Agreement. The Town represents and warrants that it is duly authorized to enter into this Agreement and that this Agreement meets the requirements of Section 44-3-9 of the Rhode Island General Laws.

9. Binding Authorities - This Agreement shall be binding upon the successors and/or assigns of the parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

Rhode Island LFG Genco, LLC

By: Ridgewood Renewable Power LLC

By: _____
Randall D. Holmes
President and Chief Executive Officer

Town of Johnston, Rhode Island

By: _____
Joseph M. Polisena
Mayor

Agreed as to Section 4 herein:

Rhode Island Resource Recovery Corporation, successor in interest to Rhode Island Solid Waste Management Corporation

By: _____
Name: MICHAEL O'CONNOR
Title: EXEC DIRECTOR